

CIVIL ACTION FILE NO.: 6:11-206-TMC

4. In the event Defendants default on their obligations under the Settlement Agreement and fail to cure such default after Plaintiff provides the notice provided for in the

Settlement Agreement, then, without further notice to Defendants, Plaintiff shall be entitled to present an affidavit to the Court detailing the terms of the default and notice and setting forth the amounts of payments received to date under this Settlement Agreement. Plaintiff shall then be entitled to judgment in its favor in the amount of \$490,000.00, less any amounts paid under the Settlement Agreement, together with post-judgment interest at the legal rate.

It is therefore, considered **ORDERED AND ADJUDGED** upon the consent of the parties as follows:

1. Defendants shall pay to the Plaintiff the amounts set forth in the Settlement Agreement between the parties according to the terms set forth therein.

2. In the event Defendants are in default under Defendants' obligations under the Settlement Agreement and fails to cure Defendants' default after Plaintiff provides the notice provided for in the Settlement Agreement, then, without further notice to Defendants, Plaintiff shall be entitled to judgment in its favor in the amount of \$490,000.00, less any amounts paid under the Settlement Agreement, together with post-judgment interest at the legal rate.

3. Plaintiff shall be entitled to such judgment by submitting to this Court an affidavit of any representative of the Plaintiff setting out facts reflecting any default, the notice required under the Settlement Agreement, the failure of Defendants to cure, the amount of payments received by Plaintiff from Defendants pursuant to the terms of the Settlement Agreement, and stating the amount of the judgment requested. Defendants shall not be entitled to any further notice or opportunity for hearing prior to the entry of such judgment.

4. The Court shall retain jurisdiction over this matter until the terms of the Settlement Agreement have been completed.

WHEREFORE, upon the consent of all parties, the within and foregoing Findings of Fact and Order are issued and entered and this matter shall stand dismissed without prejudice under the terms set forth herein.

DONE AND ENTERED THIS 2nd day of December, 2011.

s/Timothy M. Cain  
THE HONORABLE TIMOTHY M. CAIN  
United States District Court Judge

WE SO CONSENT:

s/John R. Devlin, Jr.  
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